

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

|                              |  |                    |                                    |
|------------------------------|--|--------------------|------------------------------------|
| SUBMISSION TYPE:             | NEW ASSIGNMENT                               |                    |                                    |
| NATURE OF CONVEYANCE:        | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                    |                                    |
| CONVEYING PARTY DATA         |  |                    |                                    |
| Name                         | Formerly                                     | Execution Date     | Entity Type                        |
| Gimborn Pet Specialties, LLC |  | 10/20/2010         | LIMITED LIABILITY COMPANY: GEORGIA |
| RECEIVING PARTY DATA         |  |                    |                                    |
| Name:                        | Gimborn Pet Specialties LLC                  |                    |                                    |
| Street Address:              | 2425 W. Dorothy Lane                         |                    |                                    |
| City:                        | Dayton                                       |                    |                                    |
| State/Country:               | OHIO   |                    |                                    |
| Postal Code:                 | 45439  |                    |                                    |
| Entity Type:                 | LIMITED LIABILITY COMPANY: OHIO              |                    |                                    |
| PROPERTY NUMBERS Total: 48   |  |                    |                                    |
| Property Type                | Number                                       | Word Mark          |                                    |
| Serial Number:               | 76377547                                     | ARC                |                                    |
| Serial Number:               | 76377546                                     | ARC LABORATORIES   |                                    |
| Serial Number:               | 73360113                                     | AVI.VITE           |                                    |
| Serial Number:               | 73498409                                     | BIRD CAGE DEFENDER |                                    |
| Serial Number:               | 73111675                                     | CAPTAIN CAT        |                                    |
| Serial Number:               | 74405874                                     | CAT A'BOUT         |                                    |
| Serial Number:               | 76347147                                     |                    |                                    |
| Serial Number:               | 74402314                                     | CAT GRASS PLUS     |                                    |
| Serial Number:               | 76460402                                     | CATNIP PLUS        |                                    |
| Serial Number:               | 75701792                                     | CENTER CUT         |                                    |
| Serial Number:               | 74402316                                     | CHERISHES          |                                    |
| Serial Number:               | 74071070                                     | COMBONE            |                                    |
| Serial Number:               | 74585426                                     | EYE CLEAR          |                                    |
| Serial Number:               | 76434413                                     | FEATHER GLO        |                                    |

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REEL: 004305 FRAME: 0506

|                |          |  |
|----------------|----------|--|
| Serial Number: | 73123628 | FEATHER GLO                              |
| Serial Number: | 75245415 | FLUFF-A-BED                              |
| Serial Number: | 74454399 | GOURMET PET                              |
| Serial Number: | 78645405 | GRASS GEL                                |
| Serial Number: | 78615865 | HOT SPOT                                 |
| Serial Number: | 76140471 | KATCHEEZE                                |
| Serial Number: | 77026888 | K-P                                      |
| Serial Number: | 73257873 | KWIK-STOP                                |
| Serial Number: | 77021976 | KWIK-STOP                                |
| Serial Number: | 74402317 | NURTURES                                 |
| Serial Number: | 74402318 | NUTRIGEL                                 |
| Serial Number: | 74352236 | OTI-CLENS                                |
| Serial Number: | 73258238 | OTICARE B                                |
| Serial Number: | 73258239 | OTICLEAN A                               |
| Serial Number: | 76256374 |  |
| Serial Number: | 76276609 |  |
| Serial Number: | 75201129 | PRO-TREAT                                |
| Serial Number: | 77950310 | PRO-TREAT RAW NATURALS                   |
| Serial Number: | 85127210 | QUIKKLOT                                 |
| Serial Number: | 76415820 | R-7                                      |
| Serial Number: | 73191505 | R-7                                      |
| Serial Number: | 76415819 | R-7                                      |
| Serial Number: | 77950320 | RAW SCIENCE                              |
| Serial Number: | 73267015 | REDI                                     |
| Serial Number: | 74657685 | RICH HEALTH                              |
| Serial Number: | 75646315 | RICH HEALTH                              |
| Serial Number: | 73093446 | SCALEX                                   |
| Serial Number: | 76509450 | SMALL ANIMAL GRASS PLUS                  |
| Serial Number: | 76553948 | THE ORIGINAL FREEZE DRIED TRAINING TREAT |
| Serial Number: | 71362328 | VIONATE                                  |
| Serial Number: | 73607731 | VITAL NUTRITION                          |
| Serial Number: | 74145213 | WONDER COAT                              |
| Serial Number: | 73257899 | WONDER COAT                              |
| Serial Number: | 75629585 | WOWSERS                                  |

**CORRESPONDENCE DATA**

Fax Number: (937)443-6635

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 937-443-6817

Email: trademarks@thompsonhine.com

Correspondent Name: Roger H. Bora

Address Line 1: P.O. Box 8801

Address Line 4: Dayton, OHIO 45401-8801

|                         |                |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 534178-081     |
| NAME OF SUBMITTER:      | Roger H. Bora  |
| Signature:              | /roger h bora/ |
| Date:                   | 10/28/2010     |

**Total Attachments: 7**

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is being executed as of the 20<sup>th</sup> day of October, 2010 by GIMBORN PET SPECIALTIES, LLC, a Georgia limited liability company having its principal office at 4280 Northeast Expressway, Atlanta, Georgia 30340 ("Assignor"), under the following circumstances:

A. Pursuant to an Asset Purchase Agreement dated October 20, 2010 (the "Asset Purchase Agreement") between Assignor and GIMBORN PET SPECIALTIES LLC, an Ohio limited liability company having its principal place of business at 2425 W. Dorothy Lane, Dayton, Ohio 45439 ("Assignee"), Assignee is acquiring the business and substantially all of the assets of Assignor, including all right, title and interest in and to all of Assignor's trademarks, the common law rights associated therewith, the registrations and applications therefor, and all of the goodwill of the business associated with the use of and symbolized by said trademarks.

B. Assignor owns the trademarks listed on Exhibit 1 hereto, and all of the goodwill of the business associated with said trademarks. Such trademarks and the associated goodwill are included in the assets being acquired by Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, the entire right, title and interest in the trademarks listed on Exhibit 1 hereto, the common law rights associated therewith and the registrations and applications therefor, in the United States and countries foreign thereto, and all of the goodwill of the business associated with the use of and symbolized by said trademarks together with all claims for damages by reason of past, present, and future infringement of the rights assigned under this Trademark Assignment, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made.

For the above consideration, Assignor agrees promptly upon request of the Assignee, its successors or assigns, to execute and deliver without further compensation any papers which may be necessary or desirable fully to secure to Assignee, its successors and assigns, the trademarks and any rights therein, in the United States and in any country foreign thereto.

Nothing herein is intended to nor shall it create any rights in any person other than the parties hereto.

Nothing contained in this Trademark Assignment shall supersede, enlarge or modify any of the obligations, agreements, covenants, representations or warranties of Assignor contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Trademark Assignment as provided and subject to the limitations set forth in the Asset Purchase Agreement. If any conflict exists between the terms of this Agreement and the terms of the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern and control.

This Trademark Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. This Trademark Assignment may be executed and delivered in counterpart signature pages executed and delivered via e-mail or facsimile transmission, and any such counterpart executed and delivered via e-mail or facsimile transmission shall be deemed an original for all intents and purposes.

All capitalized terms not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

*(Signature page follows)*

IN WITNESS WHEREOF, the undersigned, by its duly authorized officer, does hereby set its hand and seal as of the day and year indicated above.

GIMBORN PET SPECIALTIES, LLC



By: 

Name: Richard Guthrie

Title: Chief Operating Officer



*(Signature page to Trademark Assignment)*

# EXHIBIT 1 TO TRADEMARK ASSIGNMENT

| Trademark  | Country       | Status     | Listed Owner*                            | Serial No. | Filing Date | Reg. No.  | Reg. Date |
|--|---------------|------------|--|------------|-------------|-----------|-----------|
| ARC  | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 76377547   | 1-Mar-02    | 2736104   | 15-Jul-03 |
| ARC LABORATORIES & Design<br> | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 76377546   | 1-Mar-02    | 2739746   | 22-Jul-03 |
| AVI.VITE   | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 73360113   | 16-Apr-82   | 1282964   | 26-Jun-84 |
| AVI-VITE   | Canada        | REGISTERED | Gimborn and Gimborn Pet Specialties, LLC | 82256600   | 9-Sep-96    | TMA479357 | 1-Aug-97  |
| BIRD CAGE DEFENDER   | Canada        | REGISTERED | Gimborn and Gimborn Pet Specialties, LLC | 82256700   | 9-Sep-96    | TMA480059 | 11-Aug-97 |
| BIRD CAGE DEFENDER   | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 73498409   | 10-Sep-84   | 1333955   | 7-May-85  |
| CAGE CRITTERS  | Canada        | REGISTERED | Gimborn and Gimborn Pet Specialties, LLC | 82175400   | 28-Aug-96   | TMA488108 | 22-Jan-98 |
| CAPTAIN CAT  | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 73111675   | 6-Jan-77    | 1088490   | 4-Apr-78  |
| CAT A'BOUT   | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 74405874   | 23-Jun-93   | 1825353   | 8-Mar-94  |
| Cat Design<br>              | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 76347147   | 11-Dec-01   | 2604849   | 6-Aug-02  |
| CAT GRASS PLUS   | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 74402314   | 15-Jun-93   | 1881570   | 28-Feb-95 |
| CATNIP PLUS  | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 76460402   | 15-Oct-02   | 2777628   | 28-Oct-03 |
| CENTER CUT   | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 75701792   | 6-May-99    | 2507651   | 13-Nov-01 |
| CHERISHES  | Canada        | REGISTERED | Gimborn and Gimborn Pet Specialties, LLC | 82797600   | 6-Nov-96    | TMA481044 | 20-Aug-97 |
| CHERISHES  | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 74402316   | 15-Jun-93   | 1900057   | 13-Jun-95 |
| COMBONE  | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 74071070   | 20-Jun-90   | 1710765   | 25-Aug-92 |

| Trademark   | Country       | Status     | Listed Owner*                            | Serial No. | Filing Date | Reg. No.  | Reg. Date |
|---|---------------|------------|--|------------|-------------|-----------|-----------|
| EYE CLEAR   | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 74585426   | 13-Oct-94   | 1938319   | 28-Nov-95 |
| FEATHER GLO   | Canada        | REGISTERED | Gimborn and Gimborn Pet Specialties, LLC | 82256500   | 9-Sep-96    | TMA486364 | 26-Nov-97 |
| FEATHER GLO   | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 76434413   | 24-Jul-02   | 2827039   | 30-Mar-04 |
| FEATHER GLO (Stylized)  | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 73123628   | 21-Apr-77   | 1094924   | 4-Jul-78  |
| FLUFF-A-BED   | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 75245415   | 21-Feb-97   | 2135797   | 10-Feb-98 |
| GOURMET PET   | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 74454399   | 2-Nov-93    | 1855800   | 27-Sep-94 |
| GRASS GEL   | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 78645405   | 7-Jun-05    | 3102464   | 6-Jun-06  |
| HOT SPOT & Design<br>    | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 78615865   | 25-Apr-05   | 3126116   | 8-Aug-06  |
| KATCHEEZE   | Canada        | REGISTERED | Gimborn and Gimborn Pet Specialties, LLC | 82797500   | 28-Nov-96   | TMA481043 | 20-Aug-97 |
| KATCHEEZE   | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 76140471   | 4-Oct-00    | 2514851   | 4-Dec-01  |
| K-P   | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 77026888   | 23-Oct-06   | 3273947   | 7-Aug-07  |
| KWIK STOP   | Canada        | REGISTERED | Gimborn Pet Specialties, LLC             | 126096700  | 13-Jun-05   | TMA691044 | 28-Jun-07 |
| KWIK-STOP   | Japan         | REGISTERED | Gimborn Pet Specialties, LLC             | S58-102008 | 28-Oct-83   | 1879671   | 30-Jul-86 |
| KWIK-STOP   | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 73257873   | 14-Apr-80   | 1278588   | 22-May-84 |
| Kwik Stop & Design  | Canada        | REGISTERED | Gimborn Pet Specialties, LLC             | 134354100  | 16-Apr-07   | TMA708605 | 29-Feb-08 |
| KWIK STOP & Design<br> | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 77021976   | 16-Oct-06   | 3281517   | 21-Aug-07 |
| NURTURES  | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 74402317   | 15-Jun-93   | 2004608   | 1-Oct-96  |



| Trademark   | Country       | Status                  | Listed Owner*                            | Serial No. | Filing Date | Reg. No.  | Reg. Date |
|---|---------------|-------------------------|--|------------|-------------|-----------|-----------|
| NUTRIGEL  | United States | REGISTERED              | Gimborn Pet Specialties, LLC             | 74402318   | 15-Jun-93   | 1891614   | 25-Apr-95 |
| OTI-CLENS   | United States | REGISTERED              | Gimborn Pet Specialties, LLC             | 74352236   | 25-Jan-93   | 1818706   | 1-Feb-94  |
| OTICARE B   | United States | REGISTERED              | Gimborn Pet Specialties, LLC             | 73258238   | 15-Apr-80   | 1237962   | 17-May-83 |
| OTICLEAN A  | United States | REGISTERED              | Gimborn Pet Specialties, LLC             | 73258239   | 15-Apr-80   | 1248098   | 16-Aug-83 |
| Pro Treat Label Design<br>           | United States | REGISTERED              | Gimborn Pet Specialties, LLC             | 76256374   | 14-May-01   | 2600772   | 30-Jul-02 |
| Pro Treat Label Design with Dogs<br> | United States | REGISTERED              | Gimborn Pet Specialties, LLC             | 76276609   | 26-Jun-01   | 2781167   | 11-Nov-03 |
| PRO-TREAT   | Canada        | REGISTERED              | Gimborn and Gimborn Pet Specialties, LLC | 82797300   | 6-Nov-96    | TMA492573 | 7-Apr-98  |
| PRO-TREAT   | United States | REGISTERED              | Gimborn Pet Specialties, LLC             | 75201129   | 6-Nov-96    | 2144272   | 17-Mar-98 |
| PRO-TREAT RAW NATURALS  | United States | PUBLISHED               | Gimborn Pet Specialties, LLC             | 77950310   | 4-Mar-10    |           |           |
| QUIK KLOT   | Canada        | REGISTERED              | Gimborn and Gimborn Pet Specialties, LLC | 81154800   | 2-May-96    | TMA488853 | 30-Jan-98 |
| QUIKKLOT  | United States | NEWLY FILED APPLICATION | Gimborn Pet Specialties, LLC             | 85127210   | 10-Sep-10   | n/a       | n/a       |
| R-7   | United States | REGISTERED              | Gimborn Pet Specialties, LLC             | 76415820   | 30-May-02   | 2690797   | 25-Feb-03 |
| R-7 & Design<br>                   | United States | REGISTERED              | Gimborn Pet Specialties, LLC             | 73191505   | 30-Oct-78   | 1134961   | 13-May-80 |
| R-7 & Design<br>                   | United States | REGISTERED              | Gimborn Pet Specialties, LLC             | 76415819   | 30-May-02   | 2690796   | 25-Feb-03 |
| RAW SCIENCE   | United States | PUBLISHED               | Gimborn Pet Specialties, LLC             | 77950320   | 4-Mar-10    |           |           |
| REDI  | United States | REGISTERED              | Gimborn Pet Specialties, LLC             | 73267015   | 19-Jun-80   | 1184733   | 5-Jan-82  |

| Trademark                                    | Country       | Status     | Listed Owner*                            | Serial No. | Filing Date | Reg. No.  | Reg. Date |
|--|---------------|------------|--|------------|-------------|-----------|-----------|
| RICH HEALTH                                  | Japan         | REGISTERED | Gimborn Pet Specialties, LLC             | S57-037450 | 4-May-82    | 2356828   | 29-Nov-91 |
| RICH HEALTH                                  | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 74657685   | 7-Apr-95    | 1963253   | 19-Mar-96 |
| RICH HEALTH                                  | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 75646315   | 23-Feb-99   | 2542089   | 26-Feb-02 |
| SCALEX                                       | Canada        | REGISTERED | Gimborn and Gimborn Pet Specialties, LLC | 82256400   | 9-Sep-96    | TMA486201 | 25-Nov-97 |
| SCALEX                                       | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 73093446   | 14-Jul-76   | 1075354   | 18-Oct-77 |
| SMALL ANIMAL GRASS PLUS                      | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 76509450   | 24-Apr-03   | 2816855   | 24-Feb-04 |
| THE ORIGINAL FREEZE DRIED TRAINING TREAT     | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 76553948   | 22-Oct-03   | 2901379   | 9-Nov-04  |
| VIONATE                                      | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 71362328   | 9-Mar-35    | 328847    | 8-Oct-35  |
| VITAL NUTRITION                              | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 73607731   | 3-Jul-86    | 1444796   | 30-Jun-87 |
| WONDER COAT                                  | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 74145213   | 7-Mar-91    | 1767816   | 27-Apr-93 |
| WONDER COAT (stylized)<br><b>WONDER COAT</b> | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 73257899   | 14-Apr-80   | 1204219   | 10-Aug-82 |
| WOWSERS                                      | United States | REGISTERED | Gimborn Pet Specialties, LLC             | 75629585   | 28-Jan-99   | 2316530   | 8-Feb-00  |

### Common Law Trademarks/Trade Names

All common law, trademarks and trade names used by Assignors

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